

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 13 day of January, nineteen hundred and ninety-five
BETWEEN

ROSLYN PRESERVATION CORPORATION

105 Main Street, Roslyn, New York 11576

party of the first part, and

SIMINA FARCASIU

219 Main Street, Roslyn, New York 11576

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100 (\$\$10.00)

dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street where the same is intersected by the southerly line of the property now or formerly G. Allen deceased, said point also being the northeasterly corner of the property about to be described;

RUNNING THENCE from said point along the westerly side of Main Street, south 19 degrees 44 minutes 00 seconds east 120.82 feet;

THENCE south 66 degrees 23 minutes 00 seconds west 94.70 feet;

THENCE south 26 degrees 43 minutes 06 seconds east 10.27 feet;

THENCE south 63 degrees 16 minutes 54 seconds west 25.00 feet;

THENCE north 26 degrees 43 minutes 06 seconds west 27.67 feet;

THENCE north 71 degrees 18 minutes 00 seconds west 30.00 feet;

THENCE north 23 degrees 11 minutes 30 seconds west 54.92 feet;

THENCE along the arc of a curve to the right having a radius of 128.97 feet a distance of 41.46 feet;

THENCE north 67 degrees 43 minutes 35 seconds east 69.91 feet;

THENCE south 00 degrees 37 minutes 45 seconds east 5.33 feet;

THENCE north 69 degrees 58 minutes 05 seconds east 76.00 feet to the westerly side of Main Street, at the point or place of BEGINNING.

BEING the same premises conveyed to the party of the first part by deed dated December 21, 1990, recorded in the Office of the Clerk of the County of Nassau on January 11, 1991 in Liber 10112, page 784.

This conveyance is made in the normal course of business of the party of the first part
SAID premises being known as and by the street address 58 Main Street, Roslyn, NY 11576.

TOGETHER with the benefits and subject to the burdens of certain right of way and easement agreements for ingress and egress dated 11/21/94 and to be recorded simultaneously herewith.

JANUARY 13, 1995
(date)

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WITNESSETH

WHEREAS, Roslyn Preservation Corporation, as the owners of certain real property, commonly known as 58 Main Street, Roslyn, New York, Section 7, Lot F, and Block Number 753, and as the John F. Ramsen House, c. 1885, referred to hereafter as the Residence and being more particularly bounded and described as follows:

All that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Roslyn, Town of North Hempstead, County of Nassau and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Main Street where the same is intersected by the southerly line of the property now or formerly G. Allen, deceased, said point also being the northeasterly corner of the property about to be described and running thence from said point along the westerly side of Main Street South $19^{\circ}44'00''$ East 120.82 feet.

thence South $66^{\circ}23'00''$ West 94.70 feet;
thence South $26^{\circ}43'06''$ East 10.27 feet;
thence South $63^{\circ}16'50''$ West 25.00 feet;
thence North $26^{\circ}43'06''$ West 27.67 feet;
thence North $71^{\circ}18'00''$ West 30.00 feet;
thence North $23^{\circ}11'30''$ West 54.92 feet;
thence along the arc of a curve to the right having a radius of 128.97 feet a distance of 41.453 feet;
thence North $67^{\circ}43'35''$ East 69.90 feet;
thence South $00^{\circ}37'45''$ East 5.33 feet;
thence North $69^{\circ}58'05''$ East 76.00 feet to the westerly side of Main Street at the point or place of beginning.

WHEREAS, the owners desire to impose Preservation Covenants and Restrictions on the use of the premises for the purpose of preserving the existing architectural character and detail of the Residence which lies within the Historic District of the Incorporated Village of Roslyn, and

WHEREAS, the John F. Remsen House had deteriorated badly on its original site, atop Remsen's Hill, near the east boundary of Roslyn. The original house was finished in the Queen Anne Revival Style, ca. 1880. However, it was constructed upon heavy, mortise-and-tenon joined framing. On this basis the house was built ca. 1885 by an elderly carpenter-builder or else an earlier, mid-19th century house was stripped of its original siding and trim and re-sheathed in the Queen Anne Revival Style. The original house included a 2½ storey, gable-ended main block, which had attached a 1½ storey kitchen wing having a shallow gable-ended roof. The kitchen wing was indented on both sides. Over the years the house was altered substantially. Prior to about 1900, the walls dividing the front and back parlors, and the front parlor and stair-hall were all removed. The interior surfaces of the surviving exterior walls retained their original roundel-cornered moulded cypress trim. At the same time the paired front doors were removed and were replaced by a Colonial Revival door which retained the original transom but was fitted with side lights. At this time the porch ceiling was dropped about three feet to permit the installation of a porte cochere. At this time also, the indented east side wall of the 1½ storey kitchen wing was extended laterally to continue the side wall of the main block. A few years later, probably prior to 1905, a second storey was added to this enlarged kitchen wing, counter-sinking the early first floor rafters into the later, second storey floor framing. A second storey was added to the bay window. Subsequently, after the house left Remsen ownership, a number of less appropriate alterations were completed. The house was sheathed with

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asbestos shingles. These were later removed and replaced with cedar shingles.

The two layers of later sheathing helped preserve the house's early sheathing and original exterior paint. During the 1970's - 1980's a large, single storey wing was extended from one side of the house and a large shed dormer window was extended across the front of the house; at the expense of the porch roof. This extended the second storey floor out to the porch eaves.

During the late 1980's the house was jacked up on skids and moved westward to create space for the road to a real estate development across its original site. While the original plan was to re-construct the house as a part of the development, this was not done. The house stood on skids for several years during which it was open to the weather and subjected to vandalism.

Early in 1991, the house was acquired by the Roslyn Preservation Corporation and carefully reconstructed to its original configuration on a site very similar to the original on the west side of Roslyn Village. The original floor-plan was replaced so far as possible; the large wing and shed dormer were removed. The missing interior trim and flooring were restored and finished to match that of the first period, and the porch ceiling was restored to its original height. A new, stylistically appropriate kitchen was constructed. Two new bathrooms and a powder-room were installed, all fitted with marble wash-stands of the period. The Thomas Clapham Barn was relocated from Grove Street, in Glenwood Landing, restored, and fitted with a concrete floor so that it could serve as a garage. Because of the very narrow road to the relocation site, it was necessary to dismantle both house and barn in order to relocate them on their new sites.

WHEREAS, the owners desire to assign the right to enforce the Preservation Covenants and Restrictions herein imposed to the Roslyn Preservation Corporation, a not-for-profit corporation, existing under the laws of the State of New York and having its principal place of business at 105 Main Street, Roslyn, NY 11576 (hereinafter referred to as "RPC"),

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WHEREFORE, the following Preservation Covenants and Restrictions, which shall run with the land and bind the owner and all other persons and parties claiming through the owner and for the benefit and limitation upon all future owners of said property and for the benefit and limitation of all present and future owners of property and residents within the Historic District of Roslyn, are hereby declared:

GROUND AND LANDSCAPE

1. The basic landscape plan as designed by Robert Zion shall not be altered. Annuals or perennial plants may be added or removed. However, trees and shrubs shall not be added or replaced without permission of Roslyn Preservation Corporation. Similarly, the driveway design and accessory buildings shall not be removed or altered without the approval of Roslyn Preservation Corporation.

EXTERIOR OF THE PREMISES

1. No exterior alteration of or addition to the premises, including the changing of exterior paint colors, shall be undertaken nor shall any portion of the premises be demolished or removed, nor shall any external structure be erected, without prior written consent of RPC, its assigns or successors, which consent shall not be unreasonably withheld.

2. No above-grade, outdoor utility transmission lines or cable television transmission lines may be placed on the premises. No television or radio antenna or any other device or mechanism intended for the purpose of transmitting or receiving television or radio signals shall be affixed to the exterior of the premises.

3. No portion of the premises shall be moved from its present location unless such moving is required by taking by eminent domain.

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4. No additional accessory buildings or sheds, either permanent or temporary in nature, shall be erected or placed on the premises without prior written consent of RPC, its assigns or successors, as hereinafter provided. Existing accessory buildings, especially the Thomas Clapham Barn, ca. 1875, shall be subject to the provisions of these Covenants in the same manner as the principal building mentioned above. In a similar manner, all fencing shall be subject to the provisions of these covenants.

5. The premises shall not be used for any purpose other than as a residence. The premises shall not be sub-divided for re-sale or lease. A home office may be placed in the house if it meets with the requirement of the village

INTERIOR

6. No alteration shall be made to the interior stained and shellacked trim of the premises, including but not limited to: sheathing and wall-paper, doors and door-casings, windows and window-casings, mouldings, stair-ways and stair-walls, baseboards, or any interior paintwork without the written permission of RPC. For the purposes of this provision, "Alteration" shall not be construed to mean interior re-wiring; replacement of plumbing; or replacement of glass. Period hardware, wash-stands, and lighting devices may be removed for cleaning or repair but, if not replaced, are to be donated to ^{the} Roslyn Preservation Corporation. The kitchen trim and cabinets shall not be altered without the permission of the Roslyn Preservation Corporation.

CONDEMNATION AND CASUALTY

7. If the premises or any substantial portion thereof shall be taken by eminent domain, be destroyed by fire or other casualty, or be so substantially damaged that rebuilding or restoration using the same materials or the same design would be unfeasible or be unreasonably expensive after application of awarded damages or collected insurance proceeds, then the owner in such cases may either decline to build or restore the premises, or if he or she elects to rebuild or restore, may use other materials and designs, provided the drawings and specifications of the new residence meet with the approval of RPC or its assigns, which approval shall not be unreasonably withheld.

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herein, shall be assignable by RPC to any one of the following organizations:

- (a) Any successor corporation to THE ROSLYN PRESERVATION CORPORATION.
- (b) The Board of Trustees of the Roslyn Landmark Society or a successor organization.
- (c) The Historic District Board of the Incorporated Village of Roslyn.

Any such assignment shall be exercisable only by written instrument duly executed in form suitable for recording and shall become enforceable only upon such recording.

It is the consent of Roslyn Preservation Corporation is required, such consent shall not be unreasonably withheld.

*In Witness Whereof the parties have
executed this agreement this 13th day of January 1995,
ROSLYN PRESERVATION CORPORATION
by *[Signature]* Pres*

STATE OF NEW YORK, COUNTY OF NASSAU ss:
On the 13th day of JANUARY 1995, before me
personally came SIMINA FARCAȘU

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
she executed the same. JESSICA ERNER
Notary Public, State of New York
No. 4959304
Qualified in Nassau County
Commission Expires Nov. 27, 1995

STATE OF NEW YORK, COUNTY OF NASSAU ss:
On the 13 day of JANUARY 1995, before me
personally came ROGER GERRY
to me known, who, being by me duly sworn, did depose and say
that he resides at No. 105 MIDWEST
ROSLYN NY 10576

that he is the PRESIDENT
of ROSLYN PRESERVATION CORPORATION
the corporation described
and which executed the foregoing instrument; that *he*
shows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order
of the board of directors of said corporation; and that he
executed the same thereto by like order.

[Signature]
JESSICA EPNER
Notary Public, State of New York
No. 4959304
Qualified in Nassau County
Commission Expires Nov. 27, 1995

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